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COMMUNITY DEVELOPMENT

**Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement**

Date: October 11, 2015

To: Mayor and City Council Members
From: Dave Gobin, Community Development Director
Cc: Gregg Mandsager, City Administrator
Re: Request to Accept Iowa's LIFTS Grant Agreement

INTRODUCTION: The City of Muscatine intends to investigate the possibility of establishing a multi-modal container terminal port facility on the Mississippi River in Muscatine, Iowa. A terminal port will give local shippers a new mode to access global markets with commerce by allowing for the shipment of container and smaller bulk items via barges operating on the Mississippi River. Completion of this project would benefit all of Eastern Iowa and potentially commerce from here to the Illinois River since there are no intermodal container facilities north of St. Louis.

BACKGROUND: In February, the Iowa DOT awarded Muscatine \$80,000 in Linking Iowa's Freight Transportation System (LIFTS) in grant funds with \$20,000 matching from private sources for conducting a feasibility study. Such a grant would prepare the way for other and much larger grants that will require the information gathered during the LIFTS program results. In March, the City Council accepted the award subject to an acceptable grant agreement.

RECOMMENDATION/RATIONALE: Originally, the City Council approved the submission for a grant application for up to \$200,000. However, to conduct a feasibility study, which should be the first step, it was determined that a lower amount would be required and the odds of winning a grant would be increased. The required 20% match will come from private sources, meaning that no City funds, except for staff time, will be used for this study.

Staff is looking for Council authorization accept the LIFTS Grant Agreement as attached this memo. Completion of this planning and feasibility study will position the City of Muscatine to pursue grants to fund the construction of the proposed port and to begin the process of obtaining all necessary regulatory approvals.

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**



Linking Iowa's Freight Transportation Program Agreement

LIFTS-ST16(01)--88 -70

Award Date: February 9, 2016

Grant Amount: \$80,000

Business Address: City of Muscatine
215 Sycamore Street
Muscatine, Iowa, 52761

Department Address: Office of Rail Transportation
Planning, Programming and Modal Division
800 Lincoln Way
Ames, Iowa 50010

ARTICLE I.	DEFINITIONS
ARTICLE II.	FUNDING
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ARTICLE VIII.	DEFAULTS AND REMEDIES
ARTICLE IX.	GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made between the IOWA DEPARTMENT TRANSPORTATION, Planning, Programming and Modal Division, 800 Lincoln Way, Ames, Iowa 50010 (referred to as "Department" or "DOT") and the City of Muscatine, Iowa, 215 Sycamore Street, Muscatine, Iowa 52761 referred to as "Business").

The Department desires to make a Grant to the Business and the Business desires to accept this Grant, subject to the terms and conditions set forth in this Agreement. The Linking Iowa's Freight Transportation System funding is to be provided via State Infrastructure Bank funds. On February 9, 2016 the Transportation Commission approved the awards utilizing the current balance of the State Infrastructure Bank funds for the LIFTS Program.

THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, it is agreed as follows:

ARTICLE I **DEFINITIONS**

As used in this Agreement, the following terms shall apply:

1.1 **AGREEMENT EXPIRATION DATE.** "Agreement Expiration Date" means the date all obligations of the Agreement have been satisfied.

1.2 **AWARD DATE.** "Award Date" means the date on which the Iowa Transportation Commission awarded funds, February 9, 2016.

1.3 **AGREEMENT DATE.** "Agreement Date" means the date that this Agreement is fully executed.

1.4 **GRANT.** "Grant" means Linking Iowa's Freight Transportation System funds granted for the Project. The grant award will be matched with 20% provided by the recipient.

1.5 **AGREEMENT.** "Agreement" means this Agreement, the Project budget and all of the documents referred to in the Agreement and all other instruments or documents executed by the Business or otherwise required in connection with the Agreement, including but not limited to the following:

- a. Exhibit A, Location/Site Map
- b. Concept/sketch plan
- c. Exhibit C, Itemized Cost Estimate

- d. Exhibit D, Required Bidding Procedures
- e. Exhibit E, Project Schedule

1.6 **PROJECT.** The “Project” will be a planning study for establishing a multi-modal container port facility on the Mississippi River in Muscatine, Iowa. The facility will allow for sending, receiving and trans-loading of intermodal container freight and smaller bulk items utilizing the river, highway, warehousing and or rail. The “Project” also includes other obligations to be performed or accomplished by the Business as described in this Agreement and the application approved by the Department.

1.7 **PROJECT COMPLETION DATE.** “Project Completion Date” means thirty-six months after the Agreement Date, and is the date by which the Project shall have been fully accomplished.

ARTICLE II **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is Linking Iowa’s Freight Transportation System Program (LIFTS). On February 9, 2016 the Transportation Commission approved the awards utilizing the current balance of the State Infrastructure Bank funds for the LIFTS Program.

2.2 **AVAILABILITY OF FUNDS.** All payments under this Agreement are subject to receipt by the Department of sufficient State funds for the LIFTS program. Any termination, reduction or delay of LIFTS funds to the Department shall, at the option of the Department, result in the termination, reduction or delay of LIFTS funds to the Business.

2.3 **PRIOR COSTS.** No expenditures made prior to the Award Date may be included as Project costs for the purposes of the Agreement. Expenditures made prior to the Agreement Date, but after the Award Date may not be included as Project costs for the purposes of this Agreement unless approved in writing by the Department of Transportation prior to the start of Project work.

2.4 **FINAL DISBURSEMENT.** The final billing shall be submitted for reimbursement within six months following the Construction Completion Date, or the Department shall be under no obligation for further disbursement.

ARTICLE III **TERMS OF GRANT**

3.1 **GRANT.** The Department agrees to provide a Grant to the Business in the maximum amount of \$80,000 of the project cost.

ARTICLE IV
CONDITIONS OF DISBURSEMENT OF FUNDS

Unless and until the following CONDITIONS have been satisfied, the Department shall be under no obligation to disburse to the Business any amounts under the Agreement:

4.1 **PROJECT SCHEDULE.** The Business shall have submitted a Project schedule (Exhibit E) and have received the Department's approval of the Project schedule.

4.2 **COMPETITIVE BIDDING REQUIREMENTS.** All Project work shall be accomplished through competitive bidding pursuant to the procedures shown in Exhibit D, attached hereto and made a part of this Agreement. Any exceptions shall be approved by the Department. The Business shall provide the DOT file copies of Project letting documents, bid tabs, and letters of solicitation to prospective bidders. If the low bid is not awarded, DOT concurrence in the award must be obtained prior to the award.

ARTICLE V
DISBURSEMENT PROCEDURES

5.1 **UTILIZATION OF FUNDS.** Projects must demonstrate public benefit. The Project must meet Title 23 US Code Chapter 601 eligibility criteria. The Business shall utilize LIFTS funds for financing the Project described in the work description shown as Exhibit B. All labor performed and material used on the Project shall conform to Exhibit C. The Business agrees that the quantity of items shown in Exhibit C shall be the minimum incorporated into the Project. Any proposed changes in quality or quantity of materials or work performed shall be approved in advance in writing by DOT.

5.2 **DISBURSMENT OF FUNDS.** No disbursement of funds shall be made for work that does not conform to Exhibit B except for work changes approved in advance in writing by DOT. Disbursements may be made for conforming work done, provided the Business provides adequate documentation to DOT of the work performed, the costs incurred, and actual payment of the cost by the Business. No disbursement of funds shall be made for work that is done after the Construction Completion Date.

5.3 **REQUESTS FOR REIMBURSEMENT.** All disbursements of proceeds shall be subject to the receipt by the Department of Requests for Reimbursement submitted by the Business. Requests for Reimbursement shall be in form and content acceptable to the Department.

5.4 PROCEDURE FOR REQUESTS OF REIMBURSEMENT.

LIFTS funds shall be disbursed in the following manner:

- a. No more than monthly, the Business may send a Request for Reimbursement to the DOT for work performed, which has not previously been submitted to the DOT.
- b. The Business shall make no Request for Reimbursement in an amount less than fifty thousand dollars (\$50,000), with the exception of the final Request for Reimbursement.
- c. DOT shall make reimbursements only for that work performed which conforms to Exhibit B or with work changes to Exhibit B approved in advance by DOT.
- d. DOT shall reimburse the Business only for authorized work, and for which proper documentation of receipts, quantities, and proof of payment has been provided.
- e. Grant reimbursement costs of all Authorized Work documented in each Request for Reimbursement will be made only for Project costs of the Business to the maximum amount stated in Paragraph 3.1 of the Agreement.
- f. Grant reimbursement will be provided per percentage of matching fund requirements as noted in Section 1.4.

5.5. COMPLETION OF PROJECT AND FINAL ACCEPTANCE. Upon completion of the Project work, the Business shall certify that the Project work has been completed in accordance with the Agreement by signing the Certificate of Completion. Railroad acceptance of the Project, if required, shall also be provided in writing. DOT shall determine whether to accept the Project as complete and shall promptly notify the Business in writing of any items of work not approved, pursuant to Exhibit B and any work changes to Exhibit B authorized in advance by DOT.

5.6 FINAL PAYMENT. After the Business certification that the Project is complete, the Business shall submit a final bill within six months of Project completion. The DOT shall have no responsibility to make the final payment without receiving the final bill.

ARTICLE VI **REPRESENTATIONS AND WARRANTIES OF BUSINESS**

To induce the Department to make the Grant referred to in this Agreement, the Business represents covenants and warrants that:

6.1 **AUTHORITY.** The Business is duly organized and validly existing under the laws of the state of its incorporation and is in good standing, and has complied with all applicable laws of the State of Iowa. The Business is duly authorized and empowered to execute and deliver the Agreement. All action on the Business's part, such as appropriate resolution of its Board of Directors for the execution and delivery of the Agreement, has been effectively taken.

6.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Business and the Project provided to the Department are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

6.3 **APPLICATION.** The contents of the application the Business submitted to the Department for DOT funding is a complete and accurate representation of the Business and the Project as of the date of submission and there has been no material adverse change in the organization, operation, business prospects, fixed properties or key personnel of the Business since the date the Business submitted its DOT application to the Department.

6.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Business, threatened against the Business affecting in any manner whatsoever their rights to execute the Agreement, or to otherwise comply with the obligations of the Business contained under the Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Business, threatened against or affecting the Business or project property.

6.5 **PRIOR AGREEMENTS.** The Business has not entered into any verbal or written contracts, agreements or arrangements of any kind that are inconsistent with this Agreement.

6.6 **MAINTENANCE.** After the work has been completed and Project has been constructed pursuant to this Agreement, the Business agrees to assume all responsibility for future maintenance of the project for a minimum of ten years.

ARTICLE VII **COVENANTS OF BUSINESS**

7.1 **AFFIRMATIVE COVENANTS.** The Business covenants with the DOT that:

- a **PROJECT WORK AND SERVICES.** The Business shall complete the work and services detailed in Exhibit C of this Agreement by the Construction Completion Date.

- b. **ACCESS TO RECORDS/INSPECTIONS.** The Business shall, keep records relating to this Project for a period of three (3) years following the date of the business's final billing to Department. The Business on reasonable notice and at any time (during normal business hours), the business shall permit the Department, its representatives or the State Auditor to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) all of the Business' books, records and accounts relating to the Project, and (iii) the Business shall provide all other documentation or materials related to this grant with access to the proper facilities for making such examination and/or inspection.
- c. **USE OF PROGRAM FUNDS.** The Business shall expend funds received under the Agreement only for the purposes and activities described in its DOT Application and approved by the Department.
- d. **DOCUMENTATION.** The Business shall deliver to the DOT, on request, (i) copies of all contracts or agreements relating to the Project, and (ii) all invoices, receipts, statements or vouchers relating to the Project.
- e. **NOTICE OF PROCEEDINGS.** The Business shall promptly notify the DOT of the initiation of any claims, lawsuits, bankruptcy proceedings or other proceedings brought against the Business, which would adversely impact the Project.
- g. **NOTICE OF BUSINESS CHANGES.** The Business shall provide prompt notice to the Department of any proposed change in the Business ownership, structure or control of the Business, which would materially affect the Project.
- h. **INDEMNIFICATION.** The Business shall indemnify and hold harmless the Department, its officers and employees, from and against any and all losses under this Project, except those losses incurred by the Department resulting from willful misconduct or negligence on its part.

7.2 **NEGATIVE COVENANTS.** So long as the Business is subject to the terms of the grant to the DOT, the Business shall not, without prior written disclosure to the DOT and prior written consent of DOT (unless DOT prior approval is expressly waived below), directly or indirectly:

- a. **BUSINESS' INTEREST.** Assign, waive or transfer any of Business' rights, powers, duties or obligations under this Agreement.
- b. **RESTRICTIONS.** Place or permit any restrictions, covenants or any similar limitations on the real property included in the project.
- c. **RELOCATION OR ABANDONMENT.** Relocate its operations or remove infrastructure funded through this Agreement from the location described in the application or abandon its operations or facilities or a substantial portion thereof for a period of ten (10) years following the Project Completion Date.

ARTICLE VIII **DEFAULT AND REMEDIES**

8.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Agreement:

- a. **MATERIAL MISREPRESENTATION.** If any representation, warranty or statement made or furnished to the Department by, or on behalf of, the Business in connection with this Agreement or application for this Grant, is determined by the Department to be incorrect, false, misleading or erroneous in any material respect when made or furnished, shall constitute an event of default. The Business shall have 30 days to remedy such default to the Department's satisfaction after written notice by the Department is given to the Business.
- b. **NONCOMPLIANCE.** If there is a failure by the Business to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. **PROJECT COMPLETION DATE.** If the Project, in the sole judgment of the Department, is not completed on or before the Project Completion Date.
- d. **RELOCATION OR ABANDONMENT.** If there is a relocation or abandonment by the Business as described in 7.2 (c).
- e. **INSOLVENCY OR BANKRUPTCY.** If the Business becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Business applies for or consents to the appointment of a trustee or receiver for the Business or for the major part of its property; or if a trustee or receiver is appointed for the Business or for all or a substantial part of the assets of the Business and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization,

arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Business and, if instituted against the Business, is consented to, or, if contested by the Business is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

- f. **INSECURITY.** The Department shall deem itself insecure, if in good faith and after consideration of all the facts and circumstances then existing, it reasonably believes that the satisfaction of the obligations under the Agreement or the performance of or observance of the covenants it is owned under the Agreement, will be materially impaired.

8.2 **NOTICE OF DEFAULT.** The Department shall issue a written notice of default providing therein a thirty (30) day period in which the Business shall have an opportunity to cure, provided that cure is possible and feasible.

8.3 **REMEDIES ON DEFAULT.** If the default remains un-remedied, the DOT shall have the right to:

- a. exercise any remedy provided by law;
- b. require all Grant funds disbursed to the Business to be immediately repaid to the Department

8.4 **PROMISE TO REPAY.** In the event of a Default of any of the terms of the Agreement, the Business hereby promises to repay to the Department all Grant funds disbursed to the Business within 30 days.

ARTICLE IX **GENERAL TERMS AND PROVISIONS**

9.1 **BINDING EFFECT.** This Agreement shall be binding the Business on and shall inure to the benefit of the Department and Business and their respective successors, legal representatives and assignees. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Agreement shall be jointly and severally enforceable against the parties to this Agreement.

9.2 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Business shall comply with all applicable State and Federal laws.

9.3 **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY OBLIGATIONS.** The Business shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal

employment opportunity as required by the Iowa Code chapter 216. The Business and its contractors will use their best efforts to solicit bids from and to utilize minority group contractors and subcontractors, or contractors and subcontractors with meaningful minority group and female representation among their employees. The Business will use its best efforts to ensure contractor and subcontractor compliance with Iowa equal employment opportunity obligations. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Business receives state funds from the DOT. The Business shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation.

9.4 TERMINATION FOR CONVENIENCE. In addition to termination due to an Event of Default or non-appropriation of DOT funds, this Agreement may be terminated in whole, or in part, when the Department and the Business agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds. The Department and Business shall agree upon the termination conditions. The Business shall not incur new obligations after the effective date of the termination and shall cancel as many outstanding obligations as is reasonably possible. The Department will allow full credit to the Business for the Department share of the non-cancellable obligations allowable under the Agreement and properly incurred by the Business prior to termination.

9.5 PROCEDURE ON TERMINATION. If the Agreement is terminated for convenience, and Event of Default or non-appropriation of DOT funds, disbursements shall be allowed for eligible costs incurred by the Business prior to the date of termination. Any costs previously paid by the Department which are subsequently determined to be unallowable through audit, monitoring or closeout procedures shall be returned to the Department within thirty (30) days of the disallowance. The Business hereby promises to immediately repay to the Department any such disallowed costs previously disbursed to the Business.

9.6 SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

9.7 GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Story County or the United States District Court for the Northern District of Iowa.

9.8 MODIFICATION. This Agreement may not be changed, waived, discharged or terminated orally, but only by a written document signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

9.9 **NOTICES.** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered to the Business on the earlier of actual receipt or two (2) business days after posting. The Department may rely on the addresses of the Business set forth heretofore, as modified from time to time, as being the addresses of the Business.

9.10 **WAIVERS.** No waiver by the Department of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Department in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Department shall preclude future exercise thereof or the exercise of any other right or remedy.

9.11 **LIMITATION.** It is agreed that the Department shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

9.12 **ENFORCEMENT EXPENSES.** The Business shall pay upon demand any and all reasonable fees and expenses of the Department, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Department under the Agreement.

9.13 **FINAL AUTHORITY.** The Department shall have the final authority to assess whether the Business has complied with the terms of this Agreement.

9.14 **INTEGRATION.** This Agreement contains the entire understanding between the Business and the Department and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Agreement.

9.15 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of who shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last signed below.

IOWA DEPARTMENT OF TRANSPORTATION:

BY: _____ Date: _____
Tammy Nicholson, Director
Office of Rail Transportation

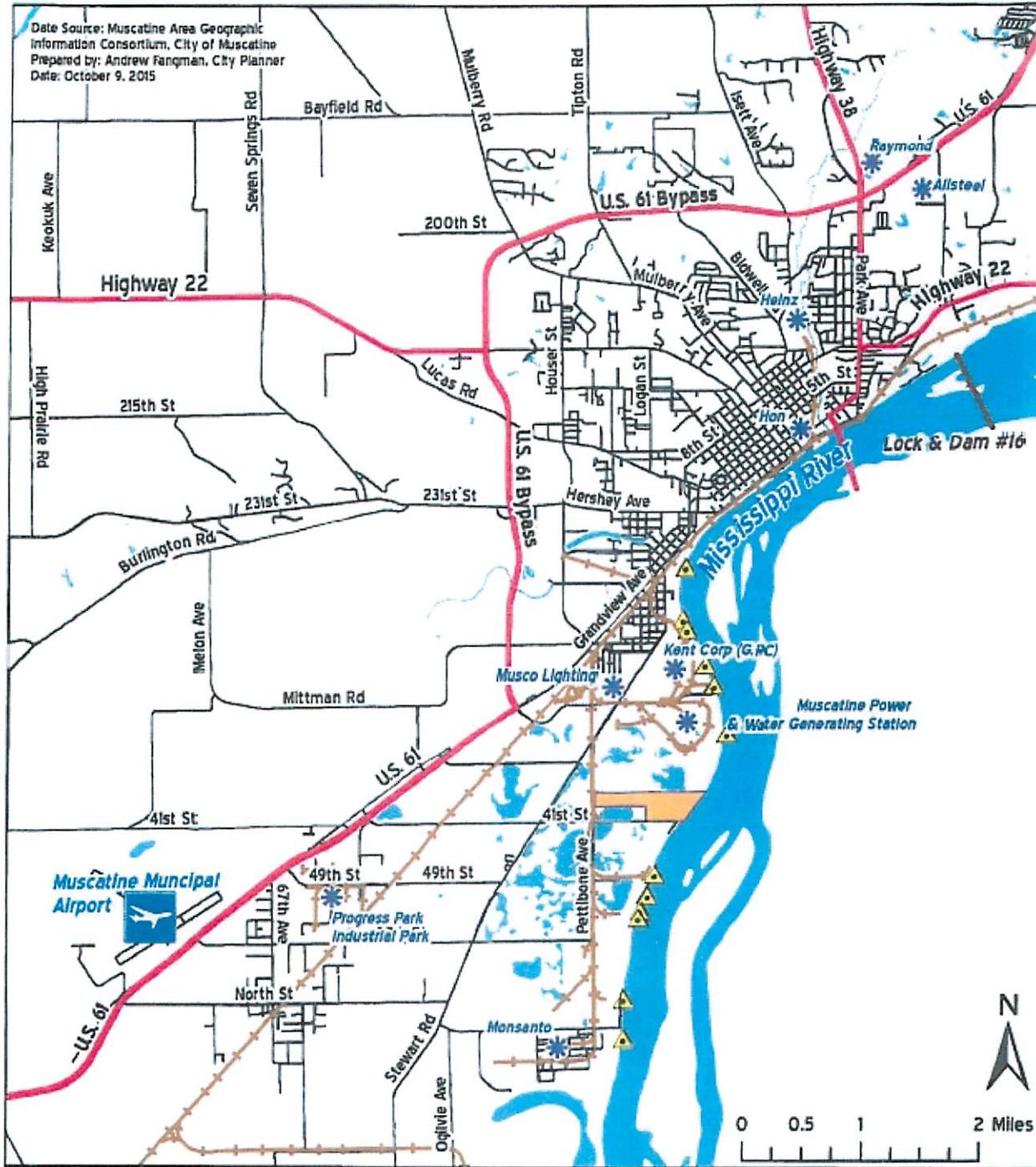
BUSINESS:
City of Muscatine, Iowa

BY: _____ Date: _____

Name: Gregg Mandsager

Title: City Administrator

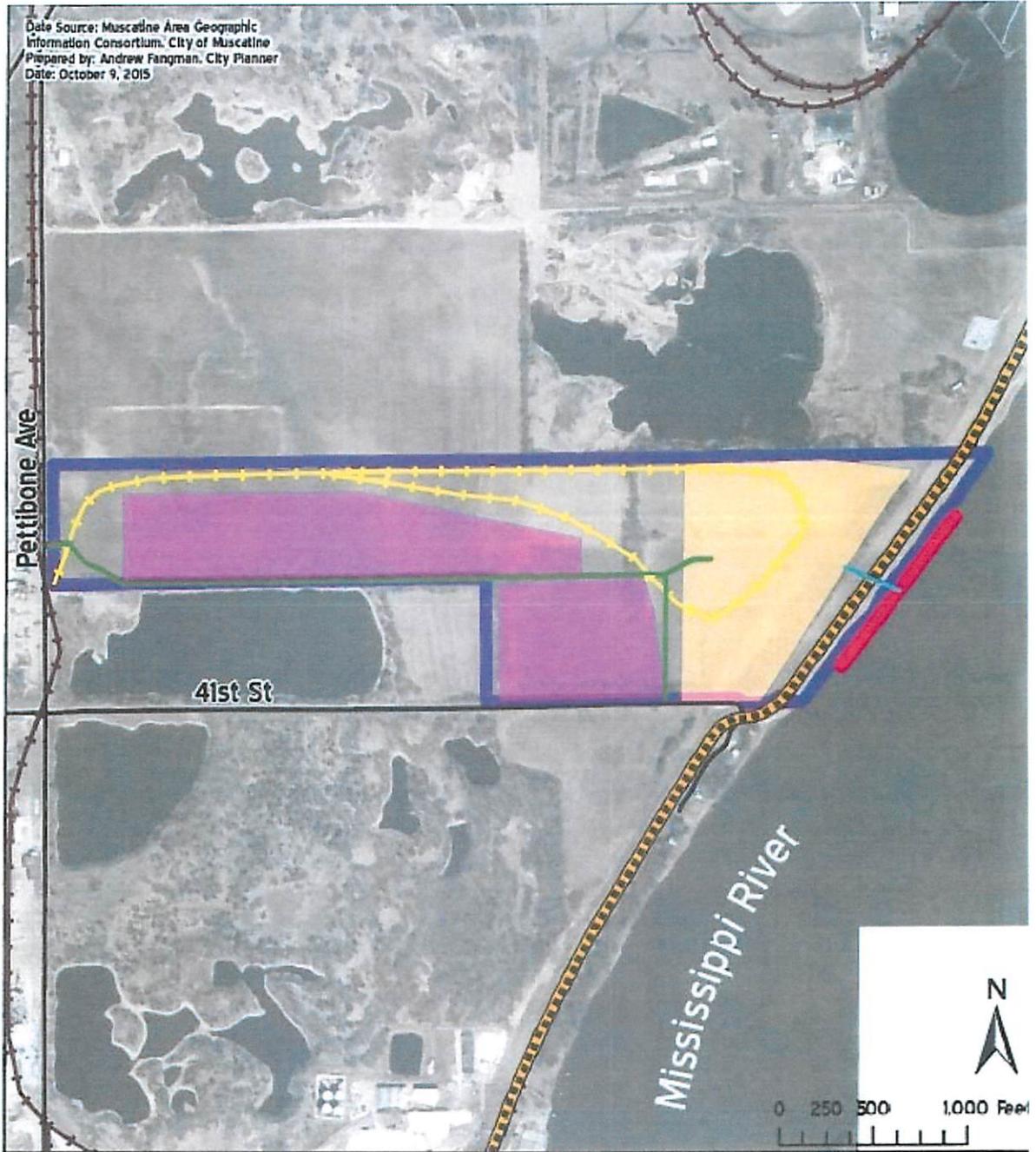
LOCATION SITE MAP



Port of Muscatine
 Location Map

- Proposed Port Site
- State Highway
- Street
- Canadian Pacific Railroad
- Major Industrial Site
- Existing Barge Terminal

SKETCH/CONCEPT PLAN



Port of
Muscatine
Concept Plan

- | | | |
|--|--|---|
|  Proposed Port Site |  New Rail Spur |  Levee |
|  New Dock |  Intermodal Cargo Terminal |  Public Street |
|  New Overhead Crane |  Future Warehouse Locations | |
|  New Access Road |  Canadian Pacific Railroad | |

Exhibit C
ITEMIZED PROJECT COST ESTIMATE

FINANCIAL SUMMARY

1. Overall study Cost: \$100,000
2. Grant Request: \$80,000
3. Matching Funds: \$20,000

FUNDING SOURCES FOR THE STUDY

<u>Source:</u>	Amount:
Contribution from Kent Corporation	\$20,000

EXHIBIT D
REQUIRED Procedures for Contracting Work

The Business shall do the following in sequence:

- A. Develop plans and specifications for the project following all applicable state and local code requirements.

For rail project elements, develop plans and specifications covering the work, conforming to the *Manual for Railway Engineering*, published by the American Railway Engineering and Maintenance-of Way Association (AREMA), the connecting railroad minimum requirements or approved exceptions by railroad, and the State of Iowa guidelines and standards agreeable to both the connecting railroad and the Iowa Department of Transportation (DOT).

- B. Submit plans and specifications along with bid documents to the DOT for review and concurrence.

- C. Solicit request for qualifications or proposals for specified work from three or more contractors or suppliers.

- D. Send the results of the letting including all letters of solicitation, qualifications, bids received, the low bidder or contractor of choice, and the total fixed contract cost or the fixed unit prices to the DOT for review and concurrence to award contract. If the low bid is not awarded, DOT concurrence in the award must be obtained prior to the award.

- E. Award contract to selected contractor or supplier and supervise the contract to completion.

- F. Notify the DOT prior to start of work to enable monitoring and inspection of the project during construction.

- G. Any extra work needed to complete the project shall be approved by all parties to the agreement prior to commencing extra work. Extra work orders will show agreed to cost and the cost will be eligible for reimbursement with prior approval.

- H. If applicable, secure written approval for train operations from operating railroad, send copy to DOT.

- I. Notify the DOT of project completion and schedule final inspection.

- J. Submit an original bill and proof of payment for approved costs along with a cover letter requesting payment and summarizing project costs to enable audit and justify payment.

EXHIBIT E
LIFTS PROJECT SCHEDULE

- **Contract between City of Muscatine and the Iowa Department of Transportation for the Port of Muscatine Planning and Feasibility Study is signed.**
- **Preparation of a request for qualifications or proposal for the Port of Muscatine Planning and Feasibility Study: 1 month**
- **Response period for the request for qualifications or proposal for the Port of Muscatine Planning and Feasibility Study: 1.5 months**
- **Review and selection of the desired consultant of response to the request for qualifications or proposal for the Port of Muscatine Planning and Feasibility Study: .5 months**
- **Negotiation with selected consultant and preparation of a contract for them to conduct the Port of Muscatine Planning and Feasibility Study: 1 month**
- **Approval of contract and issuance of notice to proceed: .5 months**
- **Preparation of the Port of Muscatine Planning and Feasibility Study: 1 year.**